

EXHIBIT 1

1 following occurred:)

2 THE COURT: Okay, we're in order, Mr.
3 Fitzgerald.

4 MR. FITZGERALD: Call Mr. Stratman to
5 the Stand.

6 O M A R S T R A T M A N, called as a witness by
7 the Respondent, having been first duly
8 sworn, was examined and testified as
9 follows:

10 DIRECT EXAMINATION

11 BY MR. FITZGERALD:

12 Q. Good evening, Mr. Stratman. I believe
13 you know who I am.

14 A. Good evening. I think we've met.

15 Q. I called you to the Stand in some other
16 proceedings. Mr. Stratman, did you at one time
17 acquire 159.99 acres on Kodiak Island?

18 MR. SCHNEIDER: Objection, Your Honor.
19 If the Court would refer to the Order of IBLA of
20 November 21, 1997, it makes it strictly clear that
21 the matter of standing was raised at the time, and
22 that's exactly where Mr. Fitzgerald's going.

23 This, Your Honor's job description as
24 you've pointed out, appears in general, but certainly
25 at Footnote 9 on Page 7, and this is an effort to get

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1 into standing questions, which the Board had
2 addressed it.

3 MR. FITZGERALD: Can I see what you're
4 referring to?

5 MR. SCHNEIDER: Well, I'm referring to
6 Footnote 9, Jack. Right, and on Page 7 first it
7 asserts that Stratman has no standing to maintain an
8 administrative action because he has no longer a
9 Federal Grazing Lease, la, la, la, la, la, la.

10 That's, that's the third paragraph on
11 Page 7. The Board recognizes that that assertion is
12 being put forth by Leisnoi, and shoots it down.

13 THE COURT: And to, to add --

14 MR. SCHNEIDER: After, after careful --
15 On Page 10, "After careful investigation, ... Board
16 believes proper course of action in this case ...
17 defer ruling on any possible controlling legal issues
18 ... the case to a hearing decision.... ALJ's [for
19 the, are the, the,]... to convene a hearing for the
20 purpose of determining whether Woody Island meets the
21 legal criteria for eligibility for certification as a
22 Native village."

23 So, the directions on Footnote 10, or
24 Footnote 9, Page 7, are repeated on Page 10. Again,
25 the Board points out at Note 13 on Page 10 that, "...

1 Rulings on these matters at this time would largely
2 be a waste of time," and so the very matter that Mr.
3 Fitzgerald wishes to go into has been precluded.

4 THE COURT: I, I, I want to hear from
5 you, Mr. Fitzgerald, but let me tell you
6 preliminarily I, I, I think Mr. Schneider's point
7 here is pretty convincing. And when, at, at the
8 outset of the hearing I made the statement that, that
9 the Board deferred ruling on other questions of law
10 and referred the matter to an Administrative Law
11 Judge to hold a hearing on issued recommended
12 decision on just one issue, and then I stated it.

13 And it's just a paraphrasing of what
14 this Board Order says. The way I stated is: Does
15 the Native village of Woody Island, that is, Leisnoi,
16 meet the eligibility criteria for receiving benefits
17 under the Alaska Native Claims Settlement Act?

18 And I think that's the restricted
19 purpose for my conducting this hearing.

20 MR. FITZGERALD: Your Honor, I'm not
21 expecting you at this time to make a decision as to
22 whether or not this actually lacks standing. I
23 simply want to have some testimony put into the
24 Record that he has no property interest that will be
25 affected by the Decision that will ultimately be

1 made; therefore, I will be able to argue to the IBLA
2 that he lacks standing.

3 I'm not trying, I'm not asking you
4 right now to dismiss this case. Merely asking you to
5 allow me to establish that this individual has no
6 property that will be affected by the Decision that
7 will ultimately be made in this case.

8 It's merely a small piece of evidence
9 so that the I-, it will be in the Record before the
10 IBLA so I can make my legal arguments at a later
11 time. I understand it's not within the scope of your
12 mandate to make the Decision.

13 However, I have a right, I believe, I
14 respectfully contend, to ask this Witness whether or
15 not he has any property that will be affected by the
16 Decision.

17 THE COURT: Okay, what you're saying
18 is, then, even though this is not an issue that I am
19 called upon to determine, this is your chance, as you
20 view it, to get this evidence --

21 MR. FITZGERALD: That's, that's --

22 THE COURT: -- so it can be later
23 considered by IBLA or whatever?

24 MR. FITZGERALD: Exactly. Exactly.

25 MR. SCHNEIDER: If, if I may, Your

1 Honor, in that regard, this ground has been plowed.
2 The very arguments that he wishes to make are
3 documented in the Record.

4 Facts have been attained. And, again,
5 and just as, as these gentlemen, these guys have met
6 each other before, this isn't their first party.

7 There's lots of facts. This is a third
8 or fourth or fifth bite of the apple in a forum that
9 Judge Singleton made clear was not for this purpose,
10 that IBLA made clear was not for this purpose.

11 He's already got whatever he thinks he
12 needs, and he can, he's got that reported. He can
13 use it at the appropriate time.

14 This is like me showing up and trying
15 to challenge the Regulation. I'd love to do it.
16 IBLA told me I can't do it.

17 THE COURT: Well, I understand what
18 both of you are saying. Out of an abundance of
19 caution, perhaps an overabundance of caution, I'm
20 going to permit the questioning to go on for a couple
21 of reasons:

22 One, the, the assurance by Counsel that
23 we're not going to take a whole lot of time with
24 this. But secondly, it's easier to have the evidence
25 in and then for IBLA or whomever to determine that

1 it's not probative to any issue that they're going to
2 determine, than it would be for them to state that I
3 should have let it in and then another remand
4 perhaps, or whatever.

5 So, with that comment, the objection's
6 overruled.

7 MR. FITZGERALD: Thank you, Your Honor.
8 BY MR. FITZGERALD (Resuming):

9 Q. Mr. Stratman, at one time did you
10 acquire 159.99 acres on Kodiak from the United States
11 of America?

12 A. Yes.

13 Q. And did you sell or transfer that to a
14 corporation known as Northland Ranches, Inc.?

15 A. Yes, I have a corporation named
16 Northland Ranches, Inc., that I transferred that
17 property to. It's a closely-held corporation. My
18 accountant asked, has documented that.

19 MR. FITZGERALD: Excuse me, Your Honor.
20 If you would, please restrict the Witness to
21 answering my questions.

22 It was a simple question: Did he
23 transfer this property to a corporation? I didn't
24 ask about what his accountant said or anything like
25 that.

1 THE COURT: Okay. Well, I, I think
2 the -- Okay, I think he's answered the question now,
3 so move on to the next.

4 BY MR. FITZGERALD (Resuming):

5 Q. Okay, please refrain from giving
6 narratives and just answer the question, sir, and we
7 can move right along.

8 THE COURT: Well, I'm not going to
9 restrict him in that way. If he feels a question
10 calls for more than a yes-or-no answer, he, he can do
11 it.

12 So, go ahead and answer your next, ask
13 your next question, please.

14 BY MR. FITZGERALD (Resuming):

15 Q. And did you at one time acquire a
16 grazing lease on property on Woody Island?

17 A. No, I never acquired a grazing lease on
18 Woody Island.

19 Q. Did you ever acquire a grazing lease on
20 Kodiak Island?

21 A. Yes.

22 Q. And did you transfer that Grazing Lease
23 to the same corporation?

24 A. I have two Grazing Leases on, on Kodiak
25 Island.

1 Q. Did you transfer those Grazing Leases
2 to Northland Ranches, Inc.?

3 A. Not both of them, no. Only one.

4 Q. And the Grazing Lease that was not
5 transferred, is that covering any property owned by
6 Leisnoi, Inc.?

7 A. Say that question again?

8 Q. You said you transferred one of two
9 Grazing Leases.

10 A. Yes.

11 Q. Which one?

12 A. I'm not real sure which -- I'm trying
13 to answer the question, but I'm not real sure which
14 Grazing Lease was transferred at, at this time,
15 because they, one of those Grazing Leases were later
16 reissued in my name.

17 Q. At the present time do you, Omar
18 Stratman, as an individual, hold a grazing lease on
19 property surrounding your homestead?

20 MR. SCHNEIDER: Irrelevant; immaterial.

21 THE COURT: What, what do you say to
22 the objection?

23 MR. FITZGERALD: Well, if he's saying
24 that's irrelevant whether or not he owns a grazing
25 lease, we're certainly, if he's going to concede to

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1 the point, we can move along.

2 MR. SCHNEIDER: I made an objection to
3 the question. I'm not stipulating to anything.

4 THE COURT: Okay, the objection is
5 overruled.

6 THE WITNESS: Okay, what was the
7 question?

8 BY MR. FITZGERALD (Resuming):

9 Q. Do you personally at this time own a
10 Grazing Lease covering property surrounding your
11 homestead on Kodiak Island, or has that Grazing Lease
12 been transferred to Northland Ranches, Inc?

13 A. I believe it's owned by Northland
14 Ranches, Inc.

15 Q. Thank you. Do you, sir, own any
16 property that would be affected by a Decision as to
17 the eligibility of the, the Native village of Woody
18 Island, Inc., for benefits under the Alaska Native
19 Claims Settlement Act?

20 A. I own 99 percent, 99.6 or -7 percent of
21 Northland Ranches, Inc.

22 Q. You are a shareholder in a corporation,
23 and that is your only claim of a property interest in
24 this case; is that correct?

25 MR. SCHNEIDER: He doesn't have a claim

1 of a property interest in this case.

2 BY MR. FITZGERALD (Resuming):

3 Q. You have no property that, in your name
4 that would be affected by a Decision --

5 MR. SCHNEIDER: Irrelevant, immaterial.

6 MR. FITZGERALD: Your Honor, it's not
7 irrelevant or immaterial. It goes to the man's lack
8 of standing.

9 He has to have a standing that's
10 affected by the eligibility; otherwise he can't
11 challenge our certification.

12 THE COURT: The objection's overruled.

13 THE WITNESS: You know, I'm not sure.
14 I, I, when I get my, my Assessments from the Bureau,
15 I get about seven of them, so I can't really say for
16 sure.

17 BY MR. FITZGERALD (Resuming):

18 Q. And those Assessments are in the name
19 of Northland Ranches, Inc., aren't they?

20 A. No, they aren't. Some of them are in
21 the name of Omar Stratman.

22 Q. Cattle, cattle are in the name of
23 Northland Ranches, Inc., right?

24 A. I believe so.

25 Q. Okay.

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1 A. But the machinery isn't.

2 Q. You don't claim a property interest in
3 any of the land that was conveyed to Leisnoi, Inc.,
4 under the Alaska Native Claims Settlement Act, do
5 you?

6 A. I don't believe I have a property
7 interest in it, no.

8 Q. Have you ever attempted to acquire any
9 of the land that was patented to Leisnoi, Inc.,
10 either for your own benefit or for the benefit of
11 your attorney or for the benefit of any of your
12 friends?

13 A. What's the question again?

14 Q. Have you ever attempted to personally
15 acquire any of the land that was patented to Leisnoi,
16 Inc., either for your own benefit, for the benefit of
17 your contingency-fee attorney, or for any of the,
18 your friends?

19 A. Well, I had an agreement with Koniag in
20 1992, before I, my attorney dismissed this lawsuit,
21 for, to acquire land, yes.

22 Q. And subsequent to that didn't you, in
23 fact, attempt to acquire Termination Point, all of
24 Long Island, and other portions of land that were
25 patented to Leisnoi, Inc.? Isn't that a fact?

1 A. I think there was a, there was some
2 kind of a, supposed to be a confidential, -- What is
3 the word I'm searching for? -- a confidential offer
4 made to Mr. Boyko.

5 MR. SCHNEIDER: Your Honor, let me, let
6 me object at this point. Even if we were operating
7 under the Rules of Evidence you would never let in
8 evidence of settlement discussions.

9 THE COURT: That's, that's quite so. I
10 sure recognize that.

11 MR. SCHNEIDER: And settlement
12 discussions went on in this case. That's exactly
13 what my brother, Mr. Fitzgerald, is referring to.

14 There was an existing written Agreement
15 with Mr. Fitzgerald's firm about confidentiality in
16 those proceedings for a variety of reasons. One, of
17 course, we thought they would be misused like this.
18 Not a lot of trust between these parties.

19 And secondly, we were concerned that
20 the nature of those negotiations would be
21 misrepresented. And the very reason that Courts
22 don't go into those matters is so you don't have to
23 listen to this, two sides of a coin that should never
24 be inquired into in court in any event.

25 The, the Regula-, the Board's

1 Regulations, and there, there are cases, ANCAB cases
2 where settlements are possibilities in this case.
3 This case has never settled.

4 These discussions, I can't recall the
5 date of them, but, boy, they're old now. And this
6 has got nothing to do with anything remotely before
7 the Court.

8 It certainly doesn't have anything to
9 do with the standing issue that Your Honor, out of an
10 abundance of caution, is letting him pursue.

11 MR. FITZGERALD: May I respond, Your
12 Honor?

13 THE COURT: Yes. Let me just ask you:
14 Haven't you already -- And then you can say whatever
15 else you want, sir, but haven't you already
16 established what your intent was here?

17 MR. FITZGERALD: No, Your Honor. I
18 need to negate his claim of public interest status by
19 showing that he has hired Mr. Schneider on a
20 contingency fee; that he has marked up a map in his
21 own pink pen that we kept in our office safe all of
22 these years showing the areas that he demanded
23 Leisnoi convey to him.

24 And this is pertinent to an agreement
25 that Mr. Schneider introduced to the Ninth Circuit

1 after having signed a Confidentiality Agreement and
2 now, after having introduced it into evidence in the
3 Ninth Circuit, he now seeks to preclude by
4 establishing that he's not a public-interest
5 litigant, and that maybe his claim of standing to be
6 a public interest litigant.

7 THE COURT: Well, if this has been
8 introduced before the Ninth Circuit, why do you --

9 MR. FITZGERALD: I simply want to make
10 my Record here, Your Honor. I'm really trying to
11 show this man has no standing either as a
12 public-interest litigant or having no property
13 interest.

14 He's already conceded he has no
15 property that would be affected. I merely want to
16 show he's not a public interest, because he's trying
17 to line his own pocket and those of a contingency-fee
18 lawyer with lands that he contends should never have
19 been patented.

20 So, it undercuts his standing as a
21 Protestant, and that's a base of relevancy.

22 THE COURT: I think you're getting into
23 settlement discussions. You, you recognize you can't
24 properly do that?

25 MR. FITZGERALD: Your Honor, he has

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1 claimed to be a public-interest litigant. He's tried
2 to strangle this corporation.

3 He's sought an Injunction seeking to
4 freeze all their bank accounts; trying to shut down
5 all their timber harvesting on this fictitious claim
6 of being some sort of public-interest litigant. And,
7 in fact, he has merely been trying to get land and
8 money from this corporation.

9 And it goes to his bias and lack of
10 standing. So, I'm almost done with this line of
11 questioning.

12 I simply want to show he's not a
13 public-interest litigant and be done with it.

14 THE COURT: Well, let's start over with
15 your question. Re-ask it. Let's see if there's an
16 objection to it.

17 MR. FITZGERALD: Okay. Well, there
18 will be an objection to it.

19 BY MR. FITZGERALD (Resuming):

20 Q. Sir, have you, in fact, attempted to
21 obtain land that was patented to Leisnoi, Inc., for
22 your own benefit or for the benefit of Michael J.
23 Schneider, Esquire, or other friends of yours?

24 MR. SCHNEIDER: Same objection. Gets
25 into settlement, settlement specifically approved by

1 Regulation in these matters.

2 It's expressly irrelevant, immaterial.
3 This, it is, it goes to absolutely no issue before
4 this Court.

5 It doesn't go to, to standing issue. I
6 mean, remember how we got here, Your Honor.

7 Doesn't go to the standing issue put
8 forward by Mr. Fitzgerald as a pretext to get into
9 this line of questioning.

10 MR. FITZGERALD: Your Honor, if they're
11 willing to stipulate, if they're willing to stipulate
12 he's not a public-interest litigant, we'll -- Public
13 interest did not hire lawyers on contingency, and
14 they do not ask for billions of dollars of property
15 to be conveyed to them personally.

16 THE COURT: These are a lot of
17 allegations that don't have to do with anything that
18 I'm involved with. The objection is sustained.

19 MR. FITZGERALD: Well, to make a
20 proffer at this time, Your Honor.

21 THE COURT: All right, you may.

22 THE WITNESS: No.

23 THE COURT: Well, now what is it you
24 want to say? I don't know that your counsel wants
25 you to.

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1 THE WITNESS: Well, I want to. I think
2 that I answered one of his previous questions
3 incorrectly after thinking about it. And that's --

4 THE COURT: Oh. Well, you can
5 certainly clarify or correct anything.

6 THE WITNESS: And that's the property,
7 having to do with property that Leisnoi now owns.
8 It's my contention that I had a Federal Grazing Lease
9 on this property before the Leisnoi owned it at one
10 time.

11 And it's my contention that when it
12 reverts back to the Federal Government I will again
13 be offered a, a Federal Grazing Lease on that land.

14 THE COURT: I see.

15 Okay, go ahead and make, make your
16 offer, Mr. Fitzgerald.

17 MR. FITZGERALD: Okay, I make a proffer
18 at this time, Your Honor, that Mr. Stratman appeared
19 in my law office with Mr. Schneider and marked up
20 this map with this pink highlighter showing the areas
21 that he commanded.

22 MR. SCHNEIDER: Move to strike. I move
23 to strike this.

24 MR. FITZGERALD: I'm making a proffer
25 to preserve this.

1 THE COURT: Well, see, I've sustained
2 your objection, Mr. Schneider, and what he's doing,
3 which I believe he has an entitlement to do, is
4 making an offer or proffer of proof which will then
5 be in the Record, which IBLA or any appellate
6 authority can rule on whether or not I erred, whether
7 or not I erred in sustaining your objection. So,
8 it's proper what he's doing.

9 MR. FITZGERALD: The proffer is as
10 follows: That in April of 1995, Omar Stratman and
11 his contingency-fee attorney, Mike Schneider, entered
12 the office of Michael, of Edward Paul Boyko &
13 Associates and offered to drop the challenge to the
14 certification of the Native Village of Woody Island,
15 Inc., if \$150,000 cash would be paid to Omar Stratman
16 or his designees, and all of Long Island would be
17 patented to Mr. Stratman or his designees, and all of
18 Termination Point would be patent-, would, would be
19 conveyed to Omar Stratman or his designees; and that,
20 that he further marked additional areas with a pink
21 highlighter that he demanded be conveyed to him in
22 exchange for him dropping his challenge to Leisnoi
23 Inc.'s, certification.

24 And so I would ask that this document,
25 which is marked as Leisnoi L Chart 36, be submitted

1 as a proffer. I understand you're not admitting it.
2 I just want to preserve it for appeal purposes.

3 THE COURT: All right, sure.

4 MR. FITZGERALD: Or in front of the
5 IBLA.

6 THE COURT: That, that, that is done
7 then.

8 BY MR. FITZGERALD (Resuming):

9 Q. Mr. Stratman, when did you first file
10 an administrative challenge to the certification of
11 the Native village of Woody Island, Inc.?

12 MR. SCHNEIDER: What's the question
13 again, Counsel?

14 MR. FITZGERALD: When did he first file
15 an administrative challenge to the certification of
16 the Native village, Inc., of the Native village of
17 Woody Island, excuse me, not Inc.

18 MR. SCHNEIDER: It's a matter of
19 record.

20 THE COURT: Yeah.

21 Well, answer it if you know, sir.

22 THE WITNESS: I don't know. My
23 attorneys would have that information.

24 THE COURT: All right.

25 THE WITNESS: I really don't know,

1 Judge.

2 BY MR. FITZGERALD (Resuming):

3 Q. Now, you did -- Do you remember taking
4 an Appeal from an Order of Dismissal that was decided
5 then by Judith Brady (phonetic), Chairman of the
6 Alaska Native Claims Appeal Board? Do you remember
7 taking an Appeal up to the ANCAB, sir?

8 A. There have been lots of, of Appeals
9 over the 22-year history of this case.

10 THE COURT: We want -- Well, if he did,
11 he did.

12 MR. FITZGERALD: Okay.

13 THE COURT: This, again, is a matter of
14 record, what --

15 MR. FITZGERALD: Let me just move on
16 then.

17 THE COURT: Yeah, okay.

18 BY MR. FITZGERALD (Resuming):

19 Q. What, you never filed an Appeal from
20 the Decision in the matter of dismissal, ANCAB L
21 slash 77 dash 4-C; is that, is that correct?

22 MR. SCHNEIDER: Is that a question, or
23 an argument?

24 MR. FITZGERALD: That is a question,
25 sir.

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1 THE WITNESS: Again, I don't know. My
2 attorneys would know that.

3 MR. FITZGERALD: No further questions,
4 Your Honor. Thank you.

5 THE COURT: All right. Does anyone
6 else have any questions of this Witness?

7 MR. MIDDLETON: I have no questions.

8 THE COURT: Okay.

9 MR. MOTHERSHEAD: I have no questions.

10 THE COURT: All right.

11 MR. SCHNEIDER: Your Honor, we would
12 make, I guess, a counter-proffer or offer of proof.
13 We don't think --

14 MR. FITZGERALD: Excuse me, Your Honor.
15 That's improper.

16 If he wants to solicit testimony, we're
17 not going to object to it. But to submit a proffer
18 is only proper if you sustain.

19 So, if he wants to develop testimony,
20 let him, and I will cross-examine. But a proffer is
21 only made when there's been an objection that's
22 sustained.

23 MR. SCHNEIDER: Well, an objection was
24 sustained. My objection, Your Honor sustained it.

25 Mr. Fitzgerald then places before his

1 video audience and on this Record his position about
2 what the evidence would show.

3 THE COURT: Yeah, okay. And that's his
4 proffer.

5 And what you want to do, as I
6 understand, is, is put something in contra to that
7 proffer.

8 MR. SCHNEIDER: In case --

9 MR. FITZGERALD: And we would --

10 MR. SCHNEIDER: And we would --

11 MR. FITZGERALD: Excuse me. We would
12 respectfully like to cross-examine if he's going to
13 be introducing evidence.

14 We, we're not objecting to, to
15 introduction of evidence, so we should have a right
16 to cross-examine.

17 There is no basis for counter-proffer.
18 A counter-proffer is only after objection when his
19 offer of evidence has been sustained, and he hasn't
20 offered any evidence.

21 If, he's trying to, he's trying to get
22 in testimony without allowing me to cross-examine his
23 witness.

24 THE COURT: No, it's not going to be
25 evidence, any more than your proffer is evidence. It

1 is not.

2 And what he's putting in assertively in
3 contravention to your proffer is not evidence anymore
4 before me. I'm not considering evidence anymore than
5 your proffered evidence. So, I'm going to permit it,
6 but it's not evidence.

7 MR. SCHNEIDER: If this line of
8 questioning was followed, we would offer to show that
9 Mister, at the time of these settlement discussions,
10 first of all, there was an express confidentiality
11 agreement with regard to them; secondly, that prior
12 to the settlement discussions we had obtained a list
13 of properties of interest to the Kodiak Island
14 Borough for public purposes, rather long laundry list
15 that Leisnoi had seen in years past, and were aware
16 of the properties that the Kodiak Island Borough was
17 interested in; thirdly, that we had made contact with
18 individuals in the State of Alaska Department of
19 Parks and Recreation with regard to their interest in
20 these properties that we sought; fourthly, that we
21 believed that there was strong public interest and,
22 and, and since that interest has, indeed, been shown
23 and reflected in Termination Point by the Exxon
24 Valdez Oil spill, spill Trustees; fourthly, that at
25 the time of that offer, Mr. Stratman had himself

1 received, had himself expended more than twice the
2 cash sought in the settlement offer described by
3 Counsel just staying alive in this litigation;
4 fourthly, that there was in those discussions no
5 representation, no demand for a representation as to
6 where the demanded lands would be allocated, to whom
7 they would be given or conveyed, whether there would
8 be any consideration flowing to or from any party,
9 and indeed, whether Mr. Stratman or his
10 contingency-fee lawyer would receive anything
11 whatsoever of any of those funds.

12 We would further offer to show that Mr.
13 Stratman had, before that Settlement Agreement -- And
14 this is all in the Record so thick you wouldn't want
15 to think about it, -- but a long fight with Leisnoi
16 where they made a promise to him, breached the
17 promise about conveying 17,000 acres of land.

18 He went up to trial court. He lost at
19 the State Supreme Court.

20 He lost his claim in the Ninth Circuit
21 for actual economic claims, and consequently, as a
22 matter of definition, all we can obtain in this case
23 is a decertification of Leisnoi and a return of its
24 land and assets to the Federal Government, whether
25 Mr. Stratman likes it, or whether his contingency-fee

1 lawyer likes it or not. And that would be our offer,
2 Your Honor.

3 THE COURT: Okay, that completes the
4 offer and a counteroffer approved. We'll be in
5 adjournment until 9:00 a.m. tomorrow. Nine, we'll
6 start promptly at 9:00.

7 MR. SCHNEIDER: Thank you. Thank you,
8 Your Honor.

9 MR. MOTHERSHEAD: Thank you.

10 (Whereupon, at 5:34 p.m. AT the above
11 hearing was adjourned.)

12 I certify the foregoing to be a
13 true transcript from my notes.

14 /s/

15 _____
CSR, CP, RPR

16

17 CERTIFICATION

18 I, Dorothy I. Bunn, a Registered
19 Professional Reporter, Certified Conference Reporter,
20 and Notary Public, do hereby certify that the
21 foregoing testimony was duly taken and reduced to
22 writing before me at the place and time therein
23 mentioned. I further certify that I am neither
24 related to any of the parties by blood or marriage,
25 nor do I have any interest in the outcome of the

1 above matter.

2 In witness whereof, I have hereunto set
3 my hand and affixed my official seal, at Glenrock,
4 Wyoming, USA, this 8th day of August, 1998.

5 /s/

6 _____
Notary Public

7 My Commission expires November 17, 1999.
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